

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

Illinois Bell Telephone Company (SBC Illinois) and)
Origin Communications-Midwest, LLC)
) **03-0729**
Joint Petition for Approval of Amendment to)
Interconnection Agreement dated)
November 5, 2003, pursuant to 47 U.S.C. § 252)

JOINT MOTION TO CORRECT CAPTION

Illinois Bell Telephone Company ("SBC Illinois") and Neutral Tandem-Illinois, LLC ("NT LLC") f/k/a Origin Communications-Midwest, LLC, hereby jointly move to correct the caption of this docket, as described below:

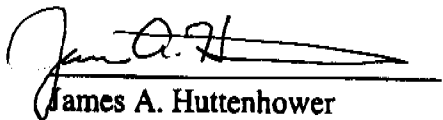
1. SBC Illinois and Origin Communications-Midwest, LLC ("Origin LLC") entered into the agreement at issue here on November 5, 2003. Subsequently, Origin LLC changed its name to NT LLC. Copies of the name change filed in Delaware, together with the filing made with the Illinois Office of the Secretary of State, were sent to the Illinois Commerce Commission on December 17, 2003.
2. NT LLC is the new name of Origin LLC, the entity currently holding a certificate from the Commission to operate as a telecommunications company in Illinois.
3. To avoid any confusion regarding the identity of the parties to the pending agreement, SBC Illinois and NT LLC would like the caption of this docket to be corrected to identify the parties as follows: "Illinois Bell Telephone Company (SBC Illinois) and Neutral Tandem-Illinois, LLC f/k/a Origin Communications-Midwest, LLC".

4. Counsel for Commission Staff was informed of the parties' desire to file a motion to correct the caption of this docket, and he stated that he had no objection to the motion.

WHEREFORE, SBC Illinois and NT LLC request that the Commission allow the correction of the caption of this docket to identify the parties as "Illinois Bell Telephone Company (SBC Illinois) and Neutral Tandem-Illinois, LLC f/k/a Origin Communications-Midwest, LLC".

Respectfully submitted this 8th day of January, 2004.

Illinois Bell Telephone Company



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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

by and among

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company, Nevada Bell,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone Company, Wisconsin
Bell, Inc. d/b/a Ameritech Wisconsin**

and

Origin Communications-Midwest, LLC

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated as of _____, 2003 by and among SBC Communications Inc. covering between one or more of the SBC Communications Inc. owned ILEC's. Illinois Bell Telephone Company d/b/a SBC Illinois¹, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (only to the extent that the agent for each such SBC owned ILEC executes this Agreement for such SBC owned ILEC and only to the extent that such SBC owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below), and, Origin Communications-Midwest, LLC (ORIGIN), (a Delaware limited partnership, shall apply to the state of Illinois.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

¹ Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

shall provide the same level of service to End Users of the other Party.

- 4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE

- 5.1 The Effective Date of this Agreement shall be the date this Agreement is deemed approved under Section 252(e)(4) of the Act or, if this is not a successor Agreement between these Parties in the applicable State or if SBC-13STATE is not providing CLEC services under its preexisting Agreement with SBC-13STATE, then ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act. Provided however, SBC-13STATE shall have a reasonable time to implement new services, UNEs or load new rates.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on February 15, 2004 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed

to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

5.4 Termination for Reasons Other than Default

5.4.1 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4;

5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and

5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party's indemnification obligations shall survive.

5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC-13STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with SBC-13STATE, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC-13STATE under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC-13STATE received CLEC's Section 252(a)(1) request; provided,

SBC-13STATE Agreement
Signatures

Origin Communications-Midwest, LLC

**Illinois Bell Telephone Company d/b/a SBC
Illinois by SBC Telecommunications, Inc.,
its authorized agent**

Signature: 

Signature: 

Name: JEFFREY C WELLS
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: EVP OPERATIONS
(Print or Type)

Title: ^{For/} President – Industry Markets

Date: November 03, 2003

Date: NOV 05 2003

AECN/OCN#
(Facility Based – if applicable)